

**Agreement between
Lewis County and
WestCare Washington, Inc. for
Veterans Benefits Specialist Services**

THIS AGREEMENT ("Agreement"), made and entered into this 1st day of January, 2015 by and between WESTCARE, INC. Washington State, 1301 Orting-Kapowsin Hwy E., Orting, WA 98360, hereinafter referred to as "WestCare", and LEWIS COUNTY, a Washington municipal corporation, 351 NW North St, Chehalis WA 98532-1900, hereinafter referred to as "County". WestCare and the County are referred to collectively as the Parties.

Section 1. Home Base Navigator: WestCare shall designate a qualified employee to serve as a Veterans Benefit Specialist (VBS) for eight (8) hours per week during the Term of this Agreement. The initial appointment made by WestCare shall be Patrick Zandecki. WestCare may, at WestCare sole discretion and upon written notice to County, designate another qualified employee to serve as the VBS under this Agreement. At a minimum the VBS appointee shall have the following qualifications and educational background:

- High School Diploma or G.E.D. equivalent;
- Be of qualified veteran status;
- Have a valid driver's license
- Pass a criminal background check

Section 2. Term: Subject to the right of early termination set forth under Section 9 herein, this Agreement shall commence on the date first set out above and will terminate on December 31, 2015. This Agreement may be renewed upon the Parties' execution of a renewal agreement specifying the renewal term and changes, if any, in compensation or other provisions of the Agreement. The renewal term shall be included within the definition of the "Term" of this Agreement unless otherwise specifically provided in the renewal agreement.

Section 3. Services: During the Term of this Agreement, Westcare shall provide the County with eight (8) hours of VBS services per week, upon a mutually agreed schedule, through the individual appointed pursuant to Section 1. The VBS shall help administer the County's Veterans Relief Fund (VRF). If the individual designated in Section 1 is not available to provide VBS services to the County, WestCare shall appoint an alternate or replacement VBS who is otherwise qualified under the requirements set forth above. The services provided to the County under this Agreement are those of an independent contractor. Nothing contained in this Agreement shall create or be construed as creating an employment, partnership, joint venture or agency relationship between the parties. Neither party shall have the authority to bind the other party in any respect.

Section 4. Compensation: For the VBS services provided under this Agreement during the initial January 1, 2015 – December 31, 2015 term, the County will pay WestCare no more than a total sum of \$8,320. Payment by the County to WestCare for VBS services will be made on a quarterly basis in the amount of \$2,080 each quarter upon written invoice from WestCare. Payment shall be made by the 20th of the month following the date an appropriate invoice is received. Payment will be directed to: WestCare Oregon Inc., Attn: AP/AR, P.O. Box 94738, Las Vegas, NV 89193.

Section 5. Modification of Compensation: Compensation may be modified by mutual consent of the parties in a written amendment to this Agreement signed by the Parties; provided, however the compensation stated in Section 4 will remain in effect through December 31, 2015. In regards to the potential renewal of this Contract under Section 2, Westcare will notify the County on or before October 15th of each year of the compensation the County will be required to pay for VBS services in the coming calendar year or portion thereof should it choose to renew the Agreement.

Section 6. Indemnification and Hold Harmless: WestCare shall defend, protect and hold harmless Lewis County, its officers, officials, employees, and agents from and against all liabilities, claims, actions, suits, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees, arising from any negligent or intentional act or omission of the VBS while performing services for the County under this Agreement.

Section 7. Benefits: The County acknowledges that WestCare will provide the Home Based Navigator with certain customary fringe benefits, including medical, dental, vision, life, retirement plan, and accruals of vacation and sick-leave. WestCare acknowledges and agrees that the Home Based Navigator shall not be entitled to and shall not receive any fringe benefits, such as medical, dental, vision, life, retirement, vacation, and sick leave benefits, from the County.

Section 8. Coordination of Service: The Parties acknowledge that emergencies or special circumstances may occur during the Term, which necessitate rescheduling of hours to accommodate each party's needs. Each party agrees to cooperate as necessary to accommodate the best interests of both Parties in ensuring the performance of the contracted services.

Section 9. Termination: Either party may terminate this Agreement for convenience by giving thirty (30) calendar days' written advance notice to the other party of its intention to do so, such termination to be effective upon the thirtieth calendar day after notice is received. If this Agreement is terminated as provided in this section, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

Section 10. Governance: This Agreement shall be deemed made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the law of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Lewis County, Washington.

Section 11. Severability: If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid in whole or in part, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

Section 12. Waiver: A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

Section 13. Entire Contract: The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded. This Agreement is for the benefit of the parties only, and no third party beneficiary relationship is intended.

Section 14. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be in writing and sent by certified mail, postage prepaid, return receipt requested to the party's address noted below. Notice shall be deemed to be given upon the date three (3) days after such notice is deposited in the mail. Notices may also be delivered by courier, electronic transmission (including email) or by facsimile transmission and shall be deemed to be delivered when received by the party to whom such notice is directed with a confirmation of receipt. All notices shall be addressed to the parties as follows:

If to WestCare: WestCare Washington , Inc.
 Attn: Vice President Northwest
 John E. Lee
 4404 68th Ave. NE, Olympia, WA 98516

With copies to WestCare Foundation, Inc.
 Attn: Office of the General Counsel
 1711 Whitney Mesa Drive
 Henderson, Nevada 89014

If to County: Lewis County Public Health & Social Services
 Attn: Danette York, Director
 360 NW North St.
 Chehalis WA 98532

Section 15. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Oregon.

Section 16. Permits and Licenses. Each party hereto shall be responsible for securing all necessary licenses and permits required for the full and faithful performance of the terms of this Agreement.

Section 17. Insurance. Each party hereto shall be responsible for providing its own insurance coverage, including general liability, workers compensation and professional liability (if applicable).

Section 18. Counterparts. This Agreement may be executed in one or more counterparts by the party.


(Signature page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

Lewis County, Washington


WestCare Oregon, Inc.

Danette D. York, MPH, CPH
Director of Public Health & Social Services



Maurice Lee
Chief Operational Officer

Date



July 30, 2015
Date

Approved as to Form Only:
Jonathan Meyer, Prosecuting Attorney
By:

Glenn Carter, Civil Deputy Prosecutor